assumption that under English law, at least in some cases, broad considerations of policy may be material in deciding on which side of the line his participation fell. If there has been no "knowing, deliberate, wilful quality" in his participation, the court may naturally be more reluctant to hold the director personally liable. Lord Salmon himself observed in the *Wah Tat Bank* case [1975] A.C. 507 that "each case depends upon its own particular facts."

I would prefer to leave further elucidation of the limits of the personal liability of directors to the trial judge by reference to the facts as found by him. For present purposes it will suffice to summarise my conclusions thus: (a) the facts as pleaded in the plaintiffs' statement of claim and further and better particulars are capable of founding a good cause of action against the appellant, if supported by evidence at the trial sufficiently implicating him personally in infringements of copyright committed by the defendant company. (b) The appellant's submission that the plaintiffs must further allege and prove mens rea would afford him a wider exemption from liability for infringement than Parliament has seen fit to provide under sections 17(2) and 18(2) of the Copyright Act 1956; I can see no reason, on authority or principle, why he should enjoy such immunity if the facts pleaded in the statement of claim are proved, though it is still open to him to rely on these two subsections for his own protection, if he so chooses.

For these reasons, I think the judge reached the right conclusion in refusing to strike out this particular action against the appellant. Despite Mr. Watson's very able argument on his behalf, I would dismiss this appeal.

O'CONNOR L.J. I agree.

CUMMING-BRUCE L.J. I agree.

Appeal dismissed with costs.
Order for costs below to stand.
Leave to appeal refused.

Solicitors: Dibb & Clegg with Ashwin White & Co., Barnsley; Broomheads & Neals, Sheffield.

[Reported by ISOBEL COLLINS, Barrister-at-Law]

[HOUSE OF LORDS]

In re ASBESTOS INSURANCE COVERAGE CASES

1985 Feb. 6, 7, 11; 28 — Lord Fraser of Tullybelton, Lord Wilberforce, Lord Keith of Kinkel, Lord Roskill and Lord Bridge of Harwich

Evidence—Foreign tribunal, for—Jurisdiction of English court—Letters rogatory—"Particular documents specified in the order"—Request for production of classes of documents—Whether need for each document to be actual and identifiable—Examination of witness—Whether to be assumed that evidence relevant and admissible in requesting court—Evidence (Procedure in Other Jurisdictions) Act 1975 (c. 34), s. 2 (2)(a)(b)(4)(b)[1]

In furtherance of litigation in the United States of America between the respondents, asbestos manufacturers, and insurers

[1] Evidence (Procedure in Other Jurisdictions) Act 1975, s. 2(2)(*a*)(*b*) (4)(*b*): see post, p. 336B–D.

or insurance brokers with whom they had policies to cover asbestos-related claims, the Superior Court of California at the suit of the respondents issued letters rogatory requesting the assistance of the High Court in securing the production of documents by the corporate appellants, S., and the examination of three individual appellants. McNeill J. ordered the three individual appellants to attend before examiners to give oral testimony and made an order against S. for the production of certain documents, including the written instructions from the respondents or their agents to S. to obtain specified insurance policies (paragraph (b) of the letters rogatory), the written instructions to S. from the respondents or their agents to obtain insurance policies during specified periods (paragraph (g)) and the exemplars of an S. group company's excess comprehensive personal injury and property damage "umbrella" liability policies in use in the London insurance market during the period 1950 to 1966 (paragraph (j)). The Court of Appeal dismissed the appeals by the individual appellants and by a majority affirmed McNeill J.'s order in respect of paragraphs (b), (g) and (j) of the letters rogatory in S.'s case, allowing S.'s appeal in respect of certain other paragraphs.

On appeal by S. and the individual appellants:—

Held, (1) allowing S.'s appeal, that "particular documents specified in the order" in section 2(4)(*b*) of the Evidence (Procedure in Other Jurisdictions) Act 1975 was to be construed strictly and so as not to permit mere "fishing" expeditions; that, although several documents might be described compendiously, the exact document in each case had to be clearly indicated and the documents had to be actual documents shown to exist or to have existed rather than conjectural documents that might or might not exist or have existed; that paragraphs (b) and (g) of the letters rogatory in S.'s case did not refer to particular documents and there was no evidence that there had usually been a single document or set of documents by which written instructions for policies from the respondents or their agents had been transmitted to S.; and that paragraph (j) of the letters rogatory referred not to particular documents but to a class of documents that was not clearly defined (post, pp. 337D–E, H, 338B, D, H—339A, C–E, 340E—341A).

In re Westinghouse Electric Corporation Uranium Contract Litigation M.D.L. Docket No. 235 (Nos. 1 and 2) [1978] A.C. 547, H.L.(E.) applied.

(2) Dismissing the appeal in the cases of the individual appellants, that where letters rogatory requested the examination of a witness on behalf of the applicant it was inappropriate for the English court to consider in detail whether his evidence would be relevant and admissible so far as the requesting court was concerned; and that, since each appellant admitted that he was in a position to give some relevant evidence, the orders for the taking of their evidence should stand (post, pp. 339F–H, 340E—341A).

Per curiam. The word "as" in section 2(4)(*b*) of the Act of 1975 appears to be a drafting error (post, p. 336F–G).

Decision of the Court of Appeal reversed in part.

The following case is referred to in the opinion of Lord Fraser of Tullybelton:

Westinghouse Electric Corporation Uranium Contract Litigation M.D.L Docket No. 235 (Nos. 1 and 2), In re [1978] A.C. 547; [1978] 2 W.L.R. 81; [1978] 1 All E.R. 434, H.L.(E.)

The following additional case was cited in argument:

Penn-Texas Corporation v. Murat Anstalt [1964] 1 Q.B. 40; [1963] 2 W.L.R. 111; [1963] 1 All E.R. 258, C.A.

A APPEAL from the Court of Appeal.

By letters rogatory dated 13 December 1983, 6 February 1984 and 22 March 1984 respectively, the Superior Court of the State of California for the City and County of San Francisco, at the suit of the respondents, Fibreboard Corporation, Johns-Manville Corporation, GAF Corporation and Armstrong World Industries Inc., requested the examination of three witnesses, namely the three individual appellants, Philip Gerald B Crane, William Ernest Parton and David Murray Thistleton-Smith, and by letters rogatory dated 24 April 1984 it requested the production by the corporate appellants ("Sedgwick"), Sedgwick Group Plc., Sedgwick Overseas Group Ltd. and Sedgwick North America Ltd., of documents specified in the letters rogatory, namely (a) the excess insurance policies issued to the respondents by the various underwriting members of C Lloyd's of London and the various British companies under the policy numbers set forth in exhibit 1; (b) the written instructions from the respondents or their agents to Sedgwick to obtain those policies; (c) the written applications for insurance, slips and cover notes reflecting those policies; (d) the primary insurance policies issued to the respondents under the numbers and/or for the periods specified in exhibit 2; (e) the primary insurance policies issued to Johns-Manville Corporation by D Travelers Indemnity Co. under the numbers listed in exhibit 3; (f) the excess insurance policies covering personal injury and property damage liability issued to the companies and during the periods set forth in exhibit 4; (g) the written instructions to Sedgwick from the respondents or their agents to obtain those policies; (h) the written applications, slips and cover notes reflecting those policies; (i) the written instructions to E Sedgwick from the respondents or their agents to notify the insurers of their claims under the policies set forth in exhibit 1 and the written notifications of such claims of Sedgwick to the insurers; (j) the exemplars of Price, Forbes & Co. Ltd.'s excess comprehensive personal injury and property damage "umbrella" liability policies in use in the London insurance market during the period 1950 to 1966 and the written materials explaining and commenting on the exemplars given by Price F Forbes to parties to whom Price Forbes had given such exemplars; (k) a copy of a letter dated 22 April 1983 from Mr. Philip Crane of Sedgwick North America Ltd. to Mr. K. Rayment and all attachments thereto; and (l) copies of the communications from North American claims counsel for the underwriters identified in that letter and the attachments thereto.

G In the cases of the three individual appellants, Master Lubbock, Master Hodgson and Master Bickford Smith respectively made ex parte orders for their attendance to give testimony. Summonses for those ex parte orders to be set aside were adjourned to McNeill J., as was also the inter partes summons in the case of the letters rogatory addressed to Sedgwick. Before McNeill J., paragraphs (k) and (l) of the letters rogatory were not pursued by the respondents. Paragraphs (a), (d), (e) H and (f) were not opposed by Sedgwick, nor were the "slips and cover notes" in paragraphs (c) and (h). McNeill J. on 25 July 1984, disallowed paragraph (i) and the second part of paragraph (j). He upheld the ex parte orders for oral testimony. On appeal by the individual appellants and by Sedgwick as to paragraphs (b) and (g), the first part of paragraph (j) and the remainder of paragraphs (c) and (h) of the letters rogatory, the Court of Appeal on 20 November 1984 dismissed the individual appellants' appeals and (Slade L.J. dissenting) disallowed paragraphs (c)

and (h) only of the letters rogatory in Sedgwick's case. They refused the appellants' application for leave to appeal.

On 5 December 1984 the Appeal Committee of the House of Lords (Lord Fraser of Tullybelton, Lord Roskill and Lord Brandon of Oakbrook) allowed a petition by the appellants for leave to appeal. They appealed.

The facts are set out in the opinion of Lord Fraser of Tullybelton.

Nicholas Phillips Q.C. and *Christopher Symons* for the appellants.
Michael Burton Q.C. for the respondents.

11 February. Their Lordships allowed the appeal in respect of documents and dismissed the appeal in respect of oral evidence, intimating that their reasons would be given later.

28 February. LORD FRASER OF TULLYBELTON. My Lords, these appeals raise two questions under section 2 of the Evidence (Procedure in Other Jurisdictions) Act 1975. The questions relate to letters rogatory issued out of the Superior Court of California for the City of San Francisco requesting the assistance of the High Court in England, and to orders made by the High Court in response to that request. One question relates to orders for witnesses to attend before an examiner in England for oral examination. The other relates to an order for production of documents.

The respondents are four American corporations, or groups of corporations, who manufacture asbestos. They are engaged in litigation in the United States of America against insurers with whom they had a large number of insurance policies to cover asbestos-related claims. Five actions have been raised in the Superior Court of California in San Francisco and they are collectively referred to as "the co-ordination proceedings." The insurers named in the titles to the five actions are merely a few of the many insurers involved and in each action certain underwriters at Lloyd's of London are also parties. In four of the actions, one or other of the respondents is the plaintiff and the defendants are insurers or, in one case, American insurance brokers. In the fifth action one of the insurers is the plaintiff and one of the respondents is the defendant. But nothing turns on the forms of the particular actions. The appellants are Sedgwick Group Plc., and two of their subsidiary companies (collectively referred to as "Sedgwick"), who together represent, as a result of amalgamations or otherwise, the final brokers through whom all the relevant policies with Lloyd's underwriters in London were arranged, and three individuals who are or were at the material time directors of those brokers.

Each of the respondents is faced with claims from persons who say that they are suffering from asbestos-related injuries, and who seek compensation for these injuries and in some cases for damages to property. In the co-ordination proceedings the respondents seek declarations and damages and in some cases injunctive relief and rectification against the insurers, including Lloyd's underwriters. There are many thousands of claims and their total amount is very large. The respondents allege that the insurers have failed or declined to defend actions brought by the claimants for compensation, or to indemnify the respondents against the claims.

The issues in the co-ordination proceedings include the following: (1) whether certain of the policies which are alleged to exist, dating back as far as 1920, exist at all; (2) the extent of the cover actually placed by the respondents with Sedgwick and in particular whether the insurance cover extends only to claims based on asbestos-related disease which manifested itself during the policy period or is provided only under policies which relate to the period of inhalation or ingestion; (3) the construction of certain of the policies issued by Lloyd's underwriters to the respondents through the agency of Sedgwick, including the level of loss at which liability of "excess" underwriters arises; and (4) whether the respondents failed to disclose to the underwriters the extent of their knowledge of the risk of asbestos-related injury.

The orders now under appeal were made by McNeill J. on 25 July 1984. He ordered the three individual appellants to attend before examiners to give oral testimony. As regards the production of documents, he made an order against Sedgwick giving effect to all the requests in the letters rogatory, except those in two paragraphs and certain others which were not pursued by the pursuant respondents. The Court of Appeal (Eveleigh, O'Connor and Slade L.JJ.) unanimously dismissed the appeals by the three individual appellants against the orders relating to oral testimony, and allowed in part Sedgwick's appeal against the order relating to production of documents. Slade L.J. gave a dissenting judgment in respect of the documents and would have allowed Sedgwick's appeal in relation to all the documents in issue. The appellants have now appealed by leave of this House.

On 11 February 1985 the House allowed the appeal in respect of documents and dismissed the appeal in respect of oral evidence. The reasons for the decision were not stated on that day, owing to the urgency of announcing the decision so that it could be carried into effect before the trial began in California early in March. We intimated that the reasons would be given later, and that we now do.

The Act of 1975 was passed in order, inter alia, to give effect to the principles of the Hague Convention on the Taking of Evidence abroad in Civil or Commercial Matters (1977) (Cmnd. 6727) which was ratified by the United Kingdom in 1976. The Act of 1975 was fully considered by this House in *In re Westinghouse Electric Corporation Uranium Contract Litigation M.D.L. Docket No. 235 (Nos. 1 and 2)* [1978] A.C. 547, where my noble and learned friend, Lord Wilberforce, said, at p. 612:

> "I am of opinion that following the spirit of the Act which is to enable judicial assistance to be given to foreign courts, the letters rogatory ought to be given effect to so far as possible; . . ."

I respectfully agree and I approach the present appeal with that admonition in mind.

Section 1 of the Act of 1975 (reading it short) provides:

> "Where an application is made to the High Court . . . for an order for evidence to be obtained in [England], and the court is satisfied—(*a*) that the application is made in pursuance of a request issued by or on behalf of a court or tribunal ('the requesting court') exercising jurisdiction . . . in a country or territory outside the United Kingdom; and (*b*) that the evidence to which the application relates is to be obtained for the purposes of civil proceedings which either have been instituted before the requesting court or whose institution

before that court is contemplated, the High Court . . . shall have the powers conferred on it by the following provisions of this Act." A

Section 2(1) provides that the High Court shall have power by order to make such provision for obtaining evidence in England as may appear to the court to be appropriate for the purpose of giving effect to the request in pursuance of which an application has been made under section 1. Subsection (2) of section 2, so far as relevant, provides that B an order under the section may make provision: "(*a*) for the examination of witnesses, either orally or in writing; (*b*) for the production of documents; . . ." Subsection (3) is not material in the present appeal. Subsection (4) is the subsection which is directly in point here and I must quote it in full as follows:

"An order under this section shall not require a person—(*a*) to state C what documents relevant to the proceedings to which the application for the order relates are or have been in his possession, custody or power; or (*b*) to produce any documents other than particular documents specified in the order as being documents appearing to the court making the order to be, or to be likely to be, in his possession, custody or power." D

Two preliminary observations fall to be made on subsection (4). It was evidently passed in order to give effect to the United Kingdom Government's reservation, made in accordance with article 23 of the Convention when it ratified the Convention, declaring that: "the United Kingdom will not execute letters of request issued for the purpose of obtaining pre-trial discovery of documents." While that is the explanation E for the presence of subsection (4) in the Act, I do not consider that it assists directly in the construction of the subsection so far as this appeal is concerned. The wide-ranging nature of pre-trial discovery in the United States of America was explained by Lord Wilberforce in *Westinghouse,* but there is no question of the letters of request which are before the House in this appeal having been issued for the purpose F of obtaining pre-trial discovery. The time for such discovery is long past, and the trial is due to begin in California about one month after the date on which we heard the appeal. Secondly, Mr. Phillips drew our attention to what appears to be a drafting error in paragraph (*b*) of subsection (4). Paragraph (*b*) refers to "particular documents specified in the order *as* being documents appearing to the court," etc. (emphasis G added). The effect of the word "as," read literally, would be to require that the order itself most specify that the documents appear to the court, etc. But that is, apparently, not the usual practice, and the order against Sedgwick does not so specify. Mr. Phillips did not take any objection to the order on that ground and I think he was wise not to do so.

H

Production of documents

It will be convenient to consider first Sedgwick's appeal against the order for production of documents. This appeal is limited to the order so far as it gives effect to paragraphs (b) and (g) and the first part of paragraph (j) of the letters of request. (McNeill J. had already refused the request for documents under the second part of paragraph (j).) These paragraphs are in the following terms:

"(b) The written instructions from the plaintiffs or their agents to Sedgwick to obtain the insurance policies set forth in exhibit 1 hereto.

"(g) The written instructions to Sedgwick from the plaintiffs or their agents to obtain the insurance policies referred to in (f) above.

"(j) The exemplars of Price, Forbes & Co. Ltd.'s excess comprehensive personal injury and property damage 'umbrella' liability policies in use in the London insurance market during the period 1950 through 1966; . . ."

Paragraphs (b) and (g) raise exactly the same point and can be considered together. Exhibit 1 referred to in paragraph (b) is a list of policies identified by their numbers and by the numbers of brokers' slips. Paragraph (g) refers back to paragraph (f) which in turn refers to exhibit 4 where the dates during which predecessors of certain of the respondents are said to have effected policies are stated. The question is whether paragraphs (b) and (g) of the letters specify "particular documents" and thus comply with section 2(4)(*b*) of the Act of 1975. McNeill J. held that they did so. The majority of the Court of Appeal upheld that view, but Slade L.J. dissented, holding that they did not particularise the documents.

The meaning of the expression "particular documents specified in the order" in subsection (4)(*b*) was considered by several of the noble and learned lords who took part in the *Westinghouse* case [1978] A.C. 547 decision. They were all emphatic that the expression should be given a strict construction. Having regard to the purpose of subsection (4) which, as I have already mentioned, is to preclude pre-trial discovery, it is to be construed so as not to permit mere "fishing" expeditions. Lord Wilberforce said, at p. 609:

"These provisions, and especially the words 'particular documents specified in the order' (replacing 'documents to be mentioned in the order' in the [Foreign Tribunals Evidence Act] 1856) together with the expressed duty of the English court to decide that the documents are or are likely to be in the possession, custody or power of the person called upon to produce, show, in my opinion, that a strict attitude is to be taken by English courts in giving effect to foreign requests for the production of documents by non-party witnesses. They are, in the words of Lord Goddard C.J., not to countenance 'fishing' expeditions: *Radio Corporation of America v. Rauland Corporation* [1956] 1 Q.B. 618, 649."

Lord Diplock expressed perhaps an even more restrictive view of the effect of subsection (4)(*b*) where he said, at p. 635:

"The requirements of subsection (4)(*b*), however, are not in my view satisfied by the specification of classes of documents. What is called for is the specification of 'particular documents' which I would construe as meaning individual documents separately described."

I do not think that by the words "separately described" Lord Diplock intended to rule out a compendious description of several documents provided that the exact document in each case is clearly indicated. If I may borrow (and slightly amplify) the apt illustration given by Slade L.J. in the present case, an order for production of the respondents'

"monthly bank statements for the year 1984 relating to his current account" with a named bank would satisfy the requirements of the paragraph, provided that the evidence showed that regular monthly statements had been sent to the respondent during the year and were likely to be still in his possession. But a general request for "all the respondent's bank statements for 1984" would in my view refer to a class of documents and would not be admissible.

The second test of particular documents is that they must be actual documents, about which there is evidence which has satisfied the judge that they exist, or at least that they did exist, and that they are likely to be in the respondent's possession. Actual documents are to be contrasted with conjectural documents, which may or may not exist. In the *Westinghouse* case, I said, at p. 644:

> "The reference to 'any' documents in the sweeping-up words in the schedule to the letters rogatory suggests to me that the draftsmen did not know whether such documents were in existence or not. Accordingly the words seem to be an attempt to circumvent paragraph (*a*) of section 2(4) of the Act of 1975, an attempt which should not be allowed to succeed."

In my opinion the terms of paragraphs (b) and (g) of the letters rogatory in the present case fail both these tests. They fail the second test because there was no evidence that there was usually a single document or set of documents by which written instructions for policies from the plaintiffs or their agents were transmitted to Sedgwick. The only document to which our attention was called as being a specimen of such an instruction related to the renewal of a policy and it is certainly not a definite instruction. It is addressed to one of the firms now represented by Sedgwick and it includes the following paragraph:

> "We would ask you specifically to remove from the renewal [a particular provision] as this is not in keeping with the umbrella form as now written. We look forward to hearing from you on this subject by cable as soon as possible, after the receipt of this memorandum."

That appears to be a request or inquiry which might well have led to correspondence and discussion about the terms of the final policy. Moreover, for all that appears from the evidence, it is possible that instruction for some policies may have been given verbally and that there were no written instructions for those policies. In an affidavit sworn by the attorney for one of the respondents, he states his belief that:

> "it is necessarily the case that Sedgwick must have received instructions [n.b. not 'written instructions'] to proceed as it did and *on this basis* have reason to believe that Sedgwick possesses the documents . . . referred to in [paragraph (*b*) of the letters rogatory]." (Emphasis added.)

In the light of the evidence as a whole paragraphs (b) and (g) are in effect calls for production of "written instructions *if any*," that is to say, for conjectural documents which may or may not exist. In the *Westinghouse* case, at p. 611, Lord Wilberforce was willing to extend "particular documents specified" to include replies to letters "where replies must have been sent." I would go that far with him, but I would not extend the expression to documents which may or may not exist.

A For much the same reasons I am of opinion that these paragraphs of the letters rogatory also fail the first test in respect that they do not refer to particular documents at all. In effect they refer to "all or any documents falling within the class consisting of written instructions." The class is ill defined and in my view there is room for some doubt whether the specimen document that I have mentioned relating to renewal of a policy falls within the class or not. I would therefore hold that paragraphs B (*b*) and (*g*) should not be made the subjects of the order for production of documents.

With regard to paragraph (j) the word "exemplars" is not one that is in common use and its meaning is not altogether clear to me. For the present purpose the evidence shows that "exemplars" is used to describe the standard forms of what were called "umbrella" policies which were C developed by Sedgwick in conjunction with others, and which varied from time to time. The first part of paragraph (j) gives no indication of the dates on which the exemplars were amended or different exemplars came into use, and its effect is to call for all exemplars of umbrella policies that were in use at any time during the period from 1950 to the end of 1966. That is in my opinion clearly a description of a class of documents and not of particular documents. Moreover, the class is not D clearly defined by the opening words of paragraph (j) which refer to "exemplars of Price, Forbes & Co. Ltd.'s . . . 'umbrella' . . . policies." There is nothing to show how their policies are to be distinguished from policies of other firms; the distinction might be important having regard to evidence that they "and . . . other Sedgwick companies" were responsible, "in conjunction with one or more North American brokers, E for developing, drafting and marketing these umbrella policies." This paragraph therefore fails the first test.

Oral testimony

The appeals of the three individual appellants against orders to give oral evidence were presented on the basis that the Californian judge F who issued the letters rogatory had been misled into over-estimating the evidence that these appellants could give. For example, it is said that Mr. Crane, whose experience of insurance is limited to dealing with claims, has been asked to give evidence about placement of risks, underwriting, drafting and interpretation of policies and other matters of which he has no direct knowledge. I am not impressed by this argument. Each of these three appellants admits that he is in a position to give G some evidence that is relevant to the co-ordination proceedings. It may be that they will be asked for evidence about matters which are outwith their experience, and which they are not qualified to deal with. If so, they can say so. It would be quite inappropriate, even if it were possible, for this House or any English court to determine in advance the matters relevant to the issues before the Californian courts on which H each of these witnesses is in a position to give evidence. As my noble and learned friend, Lord Keith of Kinkel, said in the *Westinghouse* case [1978] A.C. 547, 654:

> "In the face of a statement of letters rogatory that a certain person is a necessary witness for the applicant, I am of opinion that the court of request should not be astute to examine the issues in the action and the circumstances of the case with excessive particularity for the purpose of determining in advance whether the evidence of

that person will be relevant and admissible. That is essentially a matter for the requesting court." A

Mr. Phillips appreciated the difficulty in the way of this House if it tried to determine the matters on which oral evidence would be relevant and admissible in the Californian proceedings, and, in order to meet the difficulty, he suggested that the letters rogatory should be sent back to the Californian court to be reconsidered by the judge there with a view to their being amended and restricted. I am not in favour of that course. It would cause delay, which is an important matter as the trial in California is due to begin early in March 1985. Quite apart from the delay, the Californian judge might not be persuaded to restrict the scope of the letters rogatory to the extent that would satisfy the appellants, or at all, and there would be no satisfactory way of resolving any difference between his view and the views of the English court. I would refuse the appeals against the orders relating to oral evidence. B C

Costs

The appellants at first contended that no orders at all should be made in response to the letters rogatory, and it was therefore necessary for the respondents to bring the matter before McNeill J. The respondents should therefore have their costs up to the end of the proceedings before McNeill J. So far as the appeals to the Court of Appeal and this House are concerned, success has been divided and no order for costs either in the Court of Appeal or in this House should be made. D E

LORD WILBERFORCE.

My Lords, I have had the benefit of reading in advance the text of the speech delivered by my noble and learned friend, Lord Fraser of Tullybelton. In concurrence with him I find myself in agreement with the judgment of Slade L.J. in the Court of Appeal. I agree with the disposal of the appeals suggested by my noble and learned friend. F

LORD KEITH OF KINKEL.

My Lords, I agree that, for the reasons set out in the speech of my noble and learned friend, Lord Fraser of Tullybelton, the appeal relating to documents should be allowed and that relating to oral evidence dismissed. G

LORD ROSKILL.

My Lords, I have had the advantage of reading in draft the speech delivered by my noble and learned friend, Lord Fraser of Tullybelton. I agree with it, and for the reasons which he gives I would allow the appeal relating to documents and dismiss the appeal relating to oral evidence. H

LORD BRIDGE OF HARWICH.

My Lords, I have had the advantage of reading the speech of my noble and learned friend Lord Fraser of Tullybelton explaining the reasons for the order of the House made on 11 February last that the appeal in respect of documents be allowed and the appeal in respect of

oral evidence be dismissed. I agree with it. I also agree with his proposals with respect to costs.

Appeal of Sedgwick allowed.
Order of Court of Appeal varied so as to include items (b), (g) and (j) of letters rogatory.
Appeals of individual appellants dismissed.
New date for examination to be set.
Respondents to have costs up to end of proceedings before McNeill J.
No order for costs in Court of Appeal or House of Lords.

Solicitors: Herbert Smith & Co.; Coward Chance.

M. G.